



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving PWGSC/TPSGC reception des
soumissions

Victory Building/Édifice Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

Bid Fax: (418) 566-6167

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right
of Canada, in accordance with the terms and conditions
set out herein, referred to herein or attached hereto, the
goods, services, and construction listed herein and on any
attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la
Reine du chef du Canada, aux conditions énoncées ou
incluses par référence dans la présente et aux annexes
ci-jointes, les biens, services et construction énumérés
ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Western
Region

Victory Building/Édifice Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

Title - Sujet Coral Harbour & Sanikiluaq, NU Survey, Orthoimagery, Shore-based Work	
Solicitation No. - N° de l'invitation F2470-218551/A	Date 2021-07-15
Client Reference No. - N° de référence du client F2470-218551	
GETS Reference No. - N° de référence de SEAG PW-\$PWZ-050-11239	
File No. - N° de dossier PWZ-1-44014 (050)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Daylight Saving Time CDT on - le 2021-08-17 Heure Avancée du Centre HAC	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: McRuer, Daniel	Buyer Id - Id de l'acheteur pwz050
Telephone No. - N° de téléphone (204) 295-6634 ()	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SEE HEREIN	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

**This procurement is subject to the Agreement Between Inuit of the Nunavut
Settlement Area and Her Majesty the Queen in Right of Canada
(the Nunavut Agreement)**

REQUEST FOR PROPOSAL (RFP)

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PART 1 - SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI1 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain an individual consulting firm or joint venture to provide the professional services for the project as set out in this Request for Proposal (RFP).
2. This is a single phase selection process.
3. Proponents responding to this RFP are requested to submit a full and complete proposal. The proposal will cover not only the qualifications, experience and organization of the proposed Consultant Team, but also the detailed approach to the work, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.
4. This bid solicitation allows and encourages proponents to use the epost Connect service provided by Canada Post Corporation to transmit their proposals electronically.

Due to the nature of the bid solicitation, transmission of proposals by facsimile is not recommended for administrative reasons but offered to proponents to provide an alternative opportunity in case of incompatibility or inability to transmit by epost Connect service.

Proponents must refer to GI16 Submission of proposal, and [SRE 2 Proposal Requirements](#), of the bid solicitation, for further information.

SI2 PROPOSAL DOCUMENTS

1. All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are hereby incorporated by reference into and form part of this solicitation and any resultant contract.

All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2. The following are the proposal documents:
 - (a) Supplementary Instructions to Proponents (SI);
General instructions (GI) – Architectural and/or Engineering services – Request for Proposal; Submission Requirements and Evaluation (SRE);
 - (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
 - (c) Terms of Reference;
 - (d) Inuit Benefits Plan (IBP) Nunavut Agreement;
 - (e) any amendment to the solicitation document issued prior to the date set for receipt of proposals;
and
 - (f) the proposal, Declaration/Certifications Form and Price Proposal Form.

3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

SI3 QUESTIONS OR REQUEST FOR CLARIFICATION

Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the RFP - Page 1 at e-mail address dan.mcruer@pwgsc-tpsgc.gc.ca as early as possible. Enquiries should be received no later than 10 working days prior to the closing date identified on the front page of the Request for Proposal. Enquiries received after that date may not be answered prior to the closing date of the solicitation.

SI4 CANADA'S TRADE AGREEMENTS

This procurement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

SI5 CERTIFICATIONS

1. Integrity Provisions – Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must **provide with its bid, as applicable**, to be given further consideration in the procurement process, the required documentation as per [General instructions 1 \(GI1\), Integrity Provisions – Proposal, section 3b](#).

2. Federal Contractors Program for Employment Equity - Proposal Certification

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](#)

Canada will have the right to declare a proposal non-responsive if the Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

SI6 INUIT BENEFITS PLAN (IBP) NUNAVUT AGREEMENT

This procurement is subject to the Agreement Between Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (the Nunavut Agreement).

See Appendix D for details.

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SI7 WEBSITES

The connection to some of the Web sites in the RFP is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Employment Equity Act

<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>

Federal Contractors Program (FCP)

<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html>

Certificate of Commitment to Implement Employment Equity form LAB 1168

<https://catalogue.servicecanada.gc.ca/content/EForms/en/Detail.html?Form=LAB1168>

Ineligibility and Suspension Policy

<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Code of Conduct for Procurement

<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

Lobbying Act

<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/?noCookie>

Buy and Sell

<https://buyandsell.gc.ca/>

Supplier Registration Information

<https://srisupplier.contractscanada.gc.ca>

Consultant Performance Evaluation Report Form

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>

Canadian sanctions

https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng&_ga=2.4399216.2143508984.1600280756-1424234476.1600280756

National Joint Council (NJC) Travel Directive

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

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SI8 HEALTH AND SAFETY

Workers Compensation

1. The recommended Proponent shall provide to the Contracting Authority, prior to Contract award:

a) a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s).

2. The recommended Proponent shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the proposal being declared non-compliant.

PART 2 - GENERAL INSTRUCTIONS (GI) – ARCHITECTURAL AND/OR ENGINEERING SERVICES – REQUEST FOR PROPOSAL

GI1 Integrity provisions - proposal

1. The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Proponent must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Proponent must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Proponent certifies that:
 - a. it has read and understands the *Ineligibility and Suspension Policy (https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)*;
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Proponent or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and

- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Proponent is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Proponent provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for award of a contract for providing a false or misleading certification or declaration.

G12 Definitions

In this Request for Proposal (RFP), the following words or phrases have the corresponding meaning.

"Applicable Taxes":

The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

"Consultant Team":

The team of consultants, specialists and sub-consultants, including the Proponent, proposed by the Proponent to perform the services required.

"Evaluation Board":

The board established to evaluate and rate proposals. Board members represent a broad cross-section of professional qualifications and experience.

"Key Personnel":

Staff of the Proponent, sub-consultants and specialists proposed to be assigned to this project.

"Price Rating":

A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals.

"Proponent":

The person or entity (or, in the case of a joint venture, the persons or entities) which submits a proposal. It does not include the parent, subsidiaries or other affiliates of the Proponent, or its sub-consultants.

"Technical Rating":

A rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.

G13 Overview of selection procedure

The following is an overview of the selection procedure.

G13.1 Proposal

1. Proponents submit the "technical" component of their proposal in one section and the proposed price of the services (price proposal) in a second section in accordance with the instructions

contained in the proposal documents.

2. The information that Proponents are required to provide is set out in detail elsewhere in the RFP.
3. In response to the RFP, interested Proponents submit a proposal in which they:
 - a. indicate whether the proposal is submitted by an individual firm or by a joint venture;
 - b. if the proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture and the benefits to be gained by the formation of the joint venture;
 - c. identify the prime consultants and key sub consultants and specialists proposed for inclusion in the Consultant Team, and the proposed organizational structure of the Team;
 - d. describe the extent to which proposed members of the Consultant Team have successfully performed services for projects comparable to the project which is the subject of the proposal;
 - e. identify the professional accreditation, experience, expertise and competence of the Consultant Team and Key Personnel proposed to be assigned to perform the required services.
 - f. comply with all other requirements set out in the RFP.

GI3.2 Proposal evaluation and rating

1. Technical components of all responsive proposals are reviewed, evaluated and rated by an Evaluation Board in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.
2. Proposals achieving the minimum Technical Score specified in the Submission Requirements and Evaluation section of the RFP are further considered.
3. The price proposals of all responsive proposals are considered upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. This calculation will not be conducted when one or two responsive proposals are received.
4. All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.
5. The remaining price proposals are rated as follows:
 - a. The lowest price proposal receives a Price Rating of 100.
 - b. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
 - c. On the rare occasion where two (or more) price proposals are identical, these price proposals receive the same rating and the corresponding number of following ratings are skipped.

- d. The Price Rating is multiplied by a predetermined percentage factor to establish a Price Score.
6. A price proposal in excess of any maximum funding limit, when this limit has been set in the Supplementary Instructions to Proponents, may result in disqualification of the complete proposal.

G13.3 Total score

1. The total overall score (Total Score) assigned to each Proponent's complete proposal is calculated as the aggregate of:
 - a. the Technical Score
 - b. the Price Score, and
 - c. Inuit Benefits Plan (IBP) Rating
2. The Proponent receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services.

G13.4 Notification

PWGSC normally expects to advise in writing unsuccessful Proponents within one week after PWGSC has entered into a contractual arrangement with the successful Proponent.

G14 Procurement Business Number

Proponents are required to have a Procurement Business Number (PBN) before contract award. Proponents may register for a PBN online at [Supplier Registration Information \(https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJldGlubj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng\)](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJldGlubj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng).

G15 Responsive proposals

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the RFP. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal.

G16 Completion of submission

The Proponent shall base the proposal on the applicable proposal documents listed in the Supplementary Instructions to Proponents.

G17 Proposal price

Unless specified otherwise elsewhere in the proposal documents:

- a. the price proposal shall be in Canadian currency, and
- b. the price proposal shall not include any amount for Applicable Taxes, and
- c. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All proposals including such provision will render the proposal non-responsive.

G18 Communications—solicitation period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the proposal being declared non-responsive.

To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

G19 Limitation of submissions

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a prime consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the Consultant Team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

G110 Licensing requirements

1. Consultant Team members and Key Personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the Province or Territory in which the project is located.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's Consultant Team and Key Personnel are in compliance with the requirements of subsection 1 above. The Proponent acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

G111 Rejection of proposal

1. Canada may reject a proposal where any of the following circumstances is present:
 - a. the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;

- b. an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
 - c. the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with the Government of Canada,
 - i. Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - ii. Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

G112 Not applicable

Not applicable

G113 Insurance requirements

The successful Proponent shall be required to obtain and maintain Professional Liability and Commercial General Liability insurance coverage in accordance with the requirements set out elsewhere in the proposal documents.

G114 Joint venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
- a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;

- d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

GI15 Composition of Consultant Team

By submitting a proposal, the Proponent represents and warrants that the entities and persons proposed in the proposal to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from submission of the proposal. If the Proponent has proposed any person in fulfillment of the project who is not an employee of the Proponent, the Proponent warrants that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.

GI16 Submission of proposal

GI16.1 Submission of proposal

1. Canada requires that each proposal, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with [section GI14](#).
2. It is the Proponent's responsibility to:
 - a. submit a proposal, duly completed, in the format requested, on or before the solicitation closing date and time set;
 - b. send its proposal only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the bid solicitation.

In the case of submission of a hard copy proposal, send its proposal only to:

Bid Receiving PWGSC
Room 310, 269 Main Street
Winnipeg, Manitoba
R3C 1B3

In the case of submission by epost Connect, see instructions in GI16.2.1 below.
In the case of submission by Facsimile, see instructions in GI16.2.2 below.

- c. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - d. ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
 - e. provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in this RFP.
3. The technical and price components of the proposal must be submitted in separate sections in accordance with the instructions contained in the proposal documents.
4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
5. Proposals and supporting information may be submitted in either English or French.
6. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

GI16.2 Transmission by epost Connect or facsimile

1. epost Connect
 - a. Proposals may be submitted by using the epost Connect service provided by Canada Post Corporation
(https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a):

The only acceptable email address to use with epost Connect for responses to this bid solicitation issued by PWGSC regional offices is:

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

Note: Proposals will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in b., or to send proposals through an epost Connect message if the proponent is using its own licensing agreement for epost Connect.

- b. To submit a proposal using epost Connect service, the Proponent must either:
 - i. send directly its proposal only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit

requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

- c. If the Proponent sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Proponent to access and action the message within the epost Connect conversation. The Proponent will then be able to transmit its proposal afterward at any time prior to the solicitation closing date and time.
- d. If the Proponent is using its own licensing agreement to send its proposal, the Proponent must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a Proponent not have a Canadian address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For proposals transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the proposal including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete proposal;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the proposal;
 - v. failure of the Proponent to properly identify the proposal;
 - vi. illegibility of the proposal;
 - vii. security of proposal data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of proposal document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of proposal document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Proponents must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A proposal transmitted by epost Connect service constitutes the formal proposal of the Proponent and must be submitted in accordance with [section GI16.1](#).

2. Facsimile

- a. Proposals may be submitted by facsimile.

The only acceptable facsimile number for responses to bid solicitations issued by this PWGSC regional office is:

Bid Fax: 1-418-566-6167.

- b. For proposals transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed proposal including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete proposal;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the proposal;
 - v. failure of the Proponent to properly identify the proposal;
 - vi. illegibility of the proposal; or
 - vii. security of proposal data.
- c. A proposal transmitted by facsimile constitutes the formal proposal of the Proponent and must be submitted in accordance with [section G116.1](#).

G117 Late submissions

1. PWGSC will return or delete proposals delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed proposal as described in G117.2. For late proposals submitted using means other than the Canada Post Corporation's epost Connect service, the physical proposal will be returned. For proposals submitted electronically, the late proposal will be deleted. As an example, proposals submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late proposal, will be deleted. Records will be kept documenting the transaction history of all late proposals submitted using epost Connect.
2. A proposal delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the proponent can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed proposals.
 - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;

that clearly indicates that the proposal was sent the day before the solicitation closing date.

 - b. The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the proposal was sent before the solicitation closing date and time.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of proposals are not acceptable reasons for the proposal to be accepted by PWGSC.
4. Postage meter imprints, whether imprinted by the Proponent, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

GI18 Not applicable

GI19 Acceptance of proposal

1. Canada may accept any proposal, or may reject any or all proposals.
2. In the case of error in the extension or addition of unit prices, the unit price will govern.
3. While Canada may enter into an agreement or contractual arrangement without prior negotiation, Canada reserves the right to negotiate with Proponents on any procurement.
4. Canada reserves the right to cancel or amend the RFP at any time.

GI20 Legal capacity

The Proponent must have the Legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Proponents submitting a proposal as a joint venture.

GI21 Debriefing

Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the RFP within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

GI22 Financial capability

1. Financial capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - c. If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

- ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Proponent's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Proponent's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
 4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a. the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Proponent authorizes the use of the information for this requirement.
- It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.
5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.
 6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the

information in a confidential manner as permitted by the [Access to Information Act \(https://laws-lois.justice.gc.ca/eng/acts/A-1/\)](https://laws-lois.justice.gc.ca/eng/acts/A-1/), R.S., 1985, c. A-1, section 20(1) (b) and (c).

7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

GI23 Performance evaluation

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form [PWGSC-TPSGC 2913-1 \(https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html), SELECT - Consultant Performance Evaluation Report, is used to record the performance.

GI24 Proposal costs

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the Request for proposal. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Proponent associated with the evaluation of the proposal, are the sole responsibility of the Proponent.

GI25 Conflict of interest—unfair advantage

1. In order to protect the integrity of the procurement process, Proponents are advised that Canada may reject a proposal in the following circumstances:
 - a. if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.
2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Proponent remains however subject to the criteria established above.
3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The

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Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI26 Limitation of liability

Except as expressly and specifically permitted in this RFP, no Proponent or Potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this RFP, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

GI27 Code of Conduct for Procurement—proposal

The [Code of Conduct for Procurement \(https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) provides that Proponents must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Proponent is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

PART 3 - TERMS, CONDITIONS AND CLAUSES

AGREEMENT

1. The Consultant understands and agrees that upon acceptance of the offer by Canada, a binding Agreement shall be formed between Canada and the Consultant and the documents forming the Agreement shall be the following:

- (a) the Front Page and this Agreement clause;
the General Terms, Conditions and Clauses, as amended, identified as:

R1210D	2018-06-21	General Condition (GC) 1 - General Provisions – Architectural and/or Engineering Services
R1215D	2016-01-28	General Condition (GC) 2 - Administration of the Contract – Architectural and/or Engineering Services
R1220D	2015-02-25	General Condition (GC) 3 - Consultant Services
R1225D	2015-04-01	General Condition (GC) 4 - Intellectual Property
R1230D	2018-06-21	General Condition (GC) 5 - Terms of Payment – Architectural and/or Engineering Services
R1235D	2011-05-16	General Condition (GC) 6 – Changes
R1240D	2018-06-21	General Condition (GC) 7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
R1245D	2016-01-28	General Condition (GC) 8 - Dispute Resolution – Architectural and/or Engineering Services
R1650D	2017-11-28	General Condition (GC) 9 - Indemnification and Insurance
Supplementary Conditions		
Agreement Particulars		

- (b) Terms of Reference;
(c) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
(d) the proposal, the Declaration/Certifications Form and the Price Proposal Form.
2. The documents identified above by title, number and date are hereby incorporated by reference into and form part of this Agreement, as though expressly set out herein, subject to any other express terms and conditions herein contained.

The documents identified above by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
- (a) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;

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- (b) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
- (c) this Agreement clause;
- (d) Supplementary Conditions;
- (e) General Terms, Conditions and Clauses;
- (f) Agreement Particulars;
- (g) Terms of Reference;
- (h) the proposal.

PART 4 - SUPPLEMENTARY CONDITIONS (SC)

SC1 INUIT BENEFITS PLAN (IBP) NUNAVUT AGREEMENT

This procurement is subject to the Agreement Between Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (the Nunavut Agreement).

SC2 SECURITY REQUIREMENT

There is no security requirement applicable to this Agreement.

SC3 EMPLOYER/PRIME CONSULTANT

1. During the Design Stage

a) The Consultant shall, where the Consultant is working on Federal property and is in control of the work site (no Federal presence or construction contractor), for the purposes of the applicable provincial or territorial Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract:

i) act as the Employer, where the Consultant is the only employer on the work site, in accordance with the Authority Having Jurisdiction;

ii) assume the role of Prime Consultant, where there are two or more employers (including sub-consultants) involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction.

PART 5 – SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

An 'Overview of the selection procedure' can be found in R1410T General instructions to Proponents (GI3).

1.2 Calculation of Total Score

For this project the Total Score will be established as follows:

Technical Rating x 55%	=	Technical Score (Points)
Price Rating x 10%	=	Price Score (Points)
IBP Rating x 35%	=	IBP Score (Points)
Total Score	=	Max. 100 Points

SRE 2 PROPOSAL REQUIREMENTS

2.1 Proposal via Epost Connect service

This bid solicitation allows and encourages proponents to use the epost Connect service provided by Canada Post Corporation to transmit their proposal electronically.

If the Proponent chooses to submit its proposal electronically through epost Connect service, Canada requests that the Proponent submits its proposal in accordance with section GI16, [Submission of proposal](#), of the General Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the proposal be gathered per separate electronic document (attachment) as follows:

Section I: Technical Proposal;

Section II: Inuit Benefit Plan;

Section III: Price Proposal

The electronic attachment should be labelled with the name of the section and the Solicitation Number.

If the Proponent is simultaneously providing copies of its proposal using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will take precedence over the wording of the other copies.

2.2 Proposal in Hard Copies

If the Proponent chooses to submit its proposal in hard copies, Canada requests that the Proponent submits its proposal in separately bound sections as follows:

Section I: Technical Proposal (submit one (1) bound original)

Section II: Inuit Benefits Plan (submit one (1) bound original)

Section III: Price Proposal (submit one (1) bound original) in a separate sealed envelope.)

Double-sided submissions are preferred.

2.3 Proposal by Facsimile

Due to the nature of the bid solicitation, proposals transmitted by facsimile is not recommended for administrative reasons but offered to proponents to provide an alternative opportunity in case of incompatibility or inability to transmit by epost Connect service.

If the Proponent submits its proposal by facsimile, Canada requests that the following sections be clearly identified and separated in the proposal:

Section I: Technical Proposal
Section II: Inuit Benefits Plan
Section III: Price Proposal

2.4 Requirement for Proposal Format

The following proposal format information should be implemented when preparing the proposal.

- Paper (or page) size should be - 216mm x 279mm (8.5" x 11")
- Minimum font size - 11 point Times or equal
- Minimum margins - 12 mm left, right, top, and bottom
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
- 279mm x 432 mm (11" x 17") papers (or pages) for spreadsheets, organization charts etc. will be counted as two pages.
- The order of the proposals should follow the order established in the Request for Proposal SRE section

2.5 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is thirty-five (35) pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Cover page
- Tab/Dividers used to solely identify the sections of the proposal, provided they are free of all other text and/or graphics
- Table of Contents
- Consultant Team Identification ([Appendix A](#))
- Declaration/Certifications Form ([Appendix B](#))

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- Integrity Provisions – Required Documentation
- Front page of the RFP
- Front page of revision(s) to the RFP
- Price Proposal Form ([Appendix C](#))
- Inuit Benefits Plan

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the Evaluation Board members for evaluation.

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

3.1.1 Licensing, Certification or Authorization

The proponent shall be a Professional Surveying Firm licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the territory of Nunavut. A licensed Canadian Lands Surveyor (CLS) is required for the topographic and shore-based survey work.

3.1.2 Consultant Team Identification

The consultant team to be identified must include the following:

Proponent (prime consultant) - Professional Surveying Firm with experience in the Arctic Environment

Sub-consultants / Specialists

- a. Orthoimagery (Georeferenced Aerial Photography)
- b. Bathymetric Surveying

If the proponent proposes to provide multidisciplinary services that might normally be provided by a sub-consultant, this should be indicated here.

Information required - name of firm, key personnel to be assigned to the project. For the prime consultant indicate current license and/or how you intend to meet the provincial or territorial licensing requirements. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to R1410T General Instructions to Proponents, GI9 Limitation of submissions).

An example of an acceptable format (typical) for submission of the team identification information is provided in Appendix A.

3.1.3 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

- Appendix B, Declaration/Certifications Form as required.

3.1.4 Integrity Provisions – Required documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide, **as applicable**, to be given further consideration in the procurement process, the required documentation as per R1410T (2017-08-17), General instructions 1 (GI1), Integrity Provisions – Proposal, **section 3a**.

3.2 RATED REQUIREMENTS

3.2.1 Achievements of Proponent on Projects:

Describe the Proponent's accomplishments, achievements and experience on surveying projects in the Arctic comparable and relevant to the project in this RFP.

A project is said to be comparable and relevant if it is a similar scope, cost, and geographic challenges. It is the responsibility of the Proponent to clearly demonstrate the project's comparability and relevance.

Select a **maximum** of four (4) projects undertaken to the completion of the services, within the last five (5) years. Joint venture submissions are not to exceed the maximum number of projects. Only the first four (4) projects listed in sequence will receive consideration and any others will receive none as though not included.

For clarity, projects completed prior to the last 5 years shall not meet the foregoing criteria and shall not be evaluated or rated.

Information that should be supplied:

- Name and location of project
- Dates the services were provided for the listed projects
- Clearly indicate how this project is comparable/relevant to the requested project
- Brief project description and intent.
- Project schedule control and management
- Names of key personnel responsible for project delivery and their role in the project
- Client references - name, address, phone and fax of client contact at working level - references may be checked to verify validity of a project. If project reference checks prove invalid, the proposal may be deemed non-compliant.

The Proponent (as defined in R1410T General Instructions to Proponents, GI2 Definitions) must possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered.

Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved firms in each project.

3.2.2 Achievements of Key Sub-consultants and Specialists on Projects:

Achievements on Bathymetric Surveying Projects and Achievements on Orthoimagery (Aerial Photography) Projects will be rated separately; Rating from 0 – 10 for each, and a Weight Factor of 1.0 for each. The total Weighted Ranking for *3.2.2 Achievements of Key Sub-consultants and Specialists on Projects* will be from 0 – 20.

Achievements of Sub-consultants and specialists on Bathymetric Surveying Projects:

Describe the accomplishments, achievements and experience either as prime consultant or in a sub-consultant capacity on Bathymetric Surveying projects across Canada. If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Select a **maximum** of three (3) projects undertaken to the completion of the services, within the last ten (10) years. Joint venture submissions are not to exceed the maximum number of projects. Only the first 3 projects listed in sequence will receive consideration and any others will receive none as though not included.

Information that should be supplied:

- Name and location of project
- Dates the services were provided for the listed projects
- Clearly indicate how this project is comparable/relevant to the requested project
- Brief project description and intent.
- Project schedule control and management
- Names of key personnel responsible for project delivery and their role in the project
- Client references - name, address, phone and fax of client contact at working level - references may be checked to verify validity of a project. If project reference checks prove invalid, the proposal may be deemed non-compliant.

Achievements of Sub-consultants and specialists on Orthoimagery (Aerial Photography) Projects:

Describe the accomplishments, achievements and experience either as prime consultant or in a sub-consultant capacity on Orthoimagery (Aerial Photography) projects in the Arctic. If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Select a **maximum** of three (3) projects undertaken to the completion of the services, within the last -five (5) years per key sub consultant or specialist. Only the first 3 projects listed in sequence (per key sub consultant or specialist) will receive consideration and any others will receive none as though not included.

Information that should be supplied:

- Name and location of project
- Dates the services were provided for the listed projects
- Clearly indicate how this project is comparable/relevant to the requested project
- Brief project description and intent.
- Project schedule control and management
- Names of key personnel responsible for project delivery and their role in the project
- Client references - name, address, phone and fax of client contact at working level - references may be checked to verify validity of a project. If project reference checks prove invalid, the proposal may be deemed non-compliant.

3.2.3 Achievements of Key Personnel on Projects:

Describe the experience and performance of key personnel to be assigned to this project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements.

Information that should be supplied for each key personnel:

- Individual's name, title, professional accreditation, brief description of current functions, and name of firm
- A description of that person's expertise and experience (with number of years), responsibilities and degree of involvement on past projects that will corroborate the person's expertise and experience and demonstration of how they are relevant to the specific needs of this RFP
Relevant experience, expertise, number of years experience;
- A summary of what their specific roles and responsibilities will be on this project.

3.2.4 Understanding of the Project:

The proponent should demonstrate understanding of the goals of the project, the functional/technical requirements, the constraints and the issues that will shape the end product.

Information that should be supplied:

- The functional and technical requirements
- Anticipated important project specific issues, challenges and constraints
- Project schedule and cost. Review schedule and cost information and assess risk management elements that may affect the project

3.2.5 Scope of Services:

The proponent should demonstrate capability to perform the services and meet project challenges and to provide a plan of action.

Information that should be supplied:

- Scope of Services - detailed list of services;
- Work Plan - detailed breakdown of work tasks and deliverables;
- Project schedule - proposed major milestone schedule;
- Risk identification and management strategy.

3.2.6 Management of Services:

The Proponent should describe how he /she proposes to perform the services and meet the constraints; how the services will be managed to ensure continuing and consistent control as well as production and communication efficiency; how the team will be organized and how it will fit in the existing structure of the firms; to describe how the team will be managed. The proponent is also to identify sub-consultant disciplines and specialists required to complete the consultant team.

If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Information that should be supplied:

- Confirm the makeup of the full project team including the names of the consultant sub-consultants and specialists personnel and their role on the project;
- Organization chart with position titles and names (Consultant team). Joint Venture business plan, team structure and responsibilities, if applicable;
- What back-up will be committed;
- Profiles of the key positions (specific assignments and responsibilities);
- Outline of an action plan of the services with implementation strategies and sequence of main activities;
- Reporting relationships;
- Communication strategies;
- Response time: demonstrate how the response time requirements will be met.

3.2.7 Approach / Methodology:

The proponent should elaborate on aspects of the project considered to be challenges. This is the opportunity for the Proponent to state their approach of resolving issues and in particular to focus on the unique aspects of the project.

Information that should be supplied:

- Approach / Methodology;
- The likely major schedule challenges, technical challenges, and any other challenge worth mentioning, specific to this project;
- The methodology and approach to effectively deal with each challenge;
- The likely major risks and how to minimize them.

3.3 EVALUATION AND RATING

In the first instance, price envelopes will remain sealed and only the technical components of the proposals which are responsive will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Achievements of Proponent on Projects	2.0	0 - 10	0 – 20
Achievements of Key Sub-consultants / Specialists on Projects	2.0	0 - 10	0 – 20
Achievements of Key Personnel on Projects	2.0	0 - 10	0 - 20
Understanding of the Project	1.0	0 - 10	0 - 10
Scope of Services	1.0	0 - 10	0 – 10
Management of Services	1.0	0 - 10	0 – 10
Approach / Methodology	1.0	0 - 10	0 - 10
Technical Rating	10.0		0 – 100

Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced

	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents **must** achieve a minimum Technical Rating of fifty (50) points out of the hundred (100) points available as specified above.

No further consideration will be given to proponents not achieving the pass mark of fifty (50) points.

SRE 4 PRICE OF SERVICES

All price proposals corresponding to responsive proposals which have achieved the pass mark of fifty (50) points will be considered upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.

The remaining price proposals are rated as follows:

- A. The lowest price proposal receives a Price Rating of 100
- B. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
- C. On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

All Inuit Benefit Plan (IBP) submissions corresponding to responsive proposals that have achieved the pass mark of fifty (50) points, and have a compliant Price Proposal, will be opened upon completion of the technical and price evaluation. Points allocated for commitments under SRE 5 will be added to the points to establish a Total Score.

SRE 5 INUIT BENEFITS EVALUATION CRITERION

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, **THE BIDDER MUST PROVIDE PROOF WITH THEIR BID** to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the IBP submission provided in their bid.

Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.

Inuit Benefits Evaluation Criterion	Available Points	Rating	Inuit Benefits Points Weighting	
1. Inuit Benefits				
1.1 Head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.	10	0-100	0-5	
1.2 Employment of professional Inuit labour	40	0-100	0-15	
1.3 Use of Inuit suppliers	50	0-100	0-15	
Total Inuit Benefits Evaluation Rating	100		0-35	

See Inuit Benefits Plan Conditions contained in Appendix D.

SRE 6 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	55	0 - 55
Price Rating	0 - 100	10	0 - 10
IBP Rating	0 - 100	35	0 - 35
Total Score		100	0 - 100

The Proponent receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be selected.

SRE 7 SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements.

Please follow detailed instructions in General instructions 16 (GI16) Submission of proposal. Proponents may choose to introduce their submissions with a cover letter.

- ☐ Team Identification - see typical format in [Appendix A](#)
- ☐ Declaration/Certifications Form - completed and signed - form provided in [Appendix B](#)
- ☐ Integrity Provisions – Required documentation – **as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions [1 \(GI1\)](#), [Integrity Provisions](#) – Proposal, **section 3a**.
- ☐ Integrity Provisions - Declaration of Convicted Offences – **with its bid, as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions [1 \(GI1\)](#), [Integrity Provisions](#) – Proposal, **section 3b**.
- ☐ Proposal
- ☐ Front page of RFP
- ☐ Front page(s) of any solicitation amendment
- ☐ Price Proposal Form completed and submitted in a separate section.
- ☐ Inuit Benefits Plan

For hard copy Proposal:

- ☐ Proposal - one (1) original
- ☐ Price Proposal Form – only one (1) Price proposal Form completed and submitted in a separate envelope
- ☐ Inuit Benefits Plan - one (1) original

For epost Connect Proposal:

- ☐ Proposal - one (1) electronic document attached to the message
- ☐ Price Proposal Form – one (1) Price proposal Form completed and submitted in a separate electronic document attached to the message
- ☐ Inuit Benefits Plan - one (1) electronic document attached to the message

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PART 6 - AGREEMENT PARTICULARS

The Agreement Particulars will be issued at time of award of contract and will identify the fee to be paid to the Consultant for the services determined in the Price Proposal Form.

APPENDIX A - TEAM IDENTIFICATION FORMAT

For details on this format, please see SRE in the Request For Proposal.

The prime consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

I. Prime Consultant (Proponent - Professional Surveying Firm with experience in the Arctic Environment):

Firm or Joint Venture Name:

Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

II. Key Sub Consultants / Specialists:

a. Orthoimagery (Georeferenced Aerial Photography)

Firm Name

Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

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b. Bathymetric Surveying

Firm Name

Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

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APPENDIX B - DECLARATION/CERTIFICATIONS FORM

Project Title	Coral Harbour, Nunavut & Sanikiluaq, Nunavut - Survey, Orthoimagery, Shore-based Work
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Name of Proponent		Street Address	
Telephone number:		Mailing Address	
Fax number:			
Email Address:			
Procurement Business Number:			

Type of Organizations	<input type="checkbox"/> Sole Proprietorship	Size of Organization	Number of Employees

	<input type="checkbox"/> Partnership		
	<input type="checkbox"/> Corporation		
	<input type="checkbox"/> Joint Venture		

Former Public Servant (FPS) - Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, proponents must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the proposal non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Proponent a FPS in receipt of a pension?

☐ Yes | ☐ No

If so, the Proponent must provide the following information, for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? ☐ Yes | ☐ No

If so, the Proponent must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Name of Proponent:

DECLARATION:

I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached proposal is accurate to the best of my knowledge. If any proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

Name

Signature

Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

Name

Signature

Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

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Name

Signature

Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

During proposal evaluation period, PWGSC contact will be with the following person:

Name

Telephone Number: () _____ Fax Number: () _____

E-mail: _____

Annex "B" should be completed and submitted with the proposal, but may be submitted afterwards as follows: if Appendix "B" is not completed and submitted with the proposal, the Contracting Authority will inform the Proponent of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the proposal non-responsive.

APPENDIX C - PRICE PROPOSAL FORM

INSTRUCTIONS:

- Complete this Price Proposal Form and submit in accordance with the instructions in this solicitation;
- Price Proposals are not to include Applicable Taxes;
- PROPONENTS SHALL NOT ALTER THIS FORM

Project Title: Coral Harbour, Nunavut & Sanikiluaq, Nunavut - Survey, Orthoimagery, Shore-based Work

Name of Proponent:

The following will form part of the evaluation process

REQUIRED SERVICES

Fixed Fee R1230D (2018-06-21) [GC 5 - Terms of Payment – Architectural and/or Engineering Services](#)

SERVICES	FIXED FEE
Coral Harbour, Nunavut Fixed lump sum fee which must include all field work, office work, travel, and all applicable miscellaneous costs, for the services described in the Terms of Reference for the Coral Harbour location.	\$.....
Sanikiluaq, Nunavut Fixed lumpsum fee which must include all field work, office work, travel, and all applicable miscellaneous costs, for the services described in the Terms of Reference for the Sanikiluaq location.	\$.....
MAXIMUM FIXED FEES	\$.....

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The following will NOT form part of the evaluation process

Canada may accept or reject any of the following fees, disbursements and/or hourly rates. Canada reserves the right to negotiate on these fees, disbursements and/or hourly rates.

DISBURSEMENTS

At cost without allowance for mark-up or profit, supported by invoices/receipts - see clause [R1230D \(2018-06-21\), GC 5 - Terms of Payment– Architectural and/or Engineering Services, section GC5.12 Disbursements:](#)

Maximum Upset Limit for expenses incurred due to travel delays and cancellations caused by bad weather beyond the Consultant's control.

MAXIMUM AMOUNT FOR DISBURSEMENTS	\$7,000.00
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THE FOLLOWING HOURLY RATES MAY BE USED FOR FUTURE CONTRACT AMENDMENTS

Principals		
	Name(s)	Hourly rate
1	[insert name]	\$.....
2		\$.....
3		\$.....
4		\$.....
5		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....
X		\$.....

Staff		
	Name(s)	Hourly rate
1	[insert name]	\$.....
2		\$.....
3		\$.....
4		\$.....
5		\$.....
6		\$.....
7		\$.....
8		\$.....
9		\$.....
10		\$.....
11		\$.....
12		\$.....
13		\$.....
14		\$.....
15		\$.....

END OF PRICE PROPOSAL FORM

APPENDIX D – INUIT BENEFITS PLAN (IBP) NUNAVUT AGREEMENT

Evaluation and Assessment of IBP Commitment

For a bid to be assigned points for commitments made in respect of any IBP bid criteria, **THE BIDDER MUST PROVIDE DOCUMENTATION AND DETAILS WITH THEIR BID** to demonstrate how they will meet the objective of each criterion. Bidders may use the attached COMMITMENT TABLES to supplement the IBP submission provided in their bid.

Documentation to support commitments made by Bidders should include, but is not limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.

SUPPORTING DOCUMENTATION

Bidders must provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Inuit labour, and subcontracting/supplier commitments.

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion. Conversely, one cannot change their commitments by providing additional information.

The following are examples of what a bidder may provide to demonstrate their commitments. Note this is not an exhaustive list and bidders are responsible for providing sufficient detail to support the plan outlined and commitments made.

Head Office

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.
- Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.

Labour

- list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Inuit;
- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Inuit;
- strategies for recruitment of Inuit;
- strategies for retention of Inuit for long-term, multi-year projects;
- strategies for succession planning; and
- strategies for staff management.

Sub-consultants / suppliers

- names of companies contacted and the natures of the undertakings;
- list of specific Inuit businesses that will be Sub-consultants / suppliers;
- the type of work to be carried out by Inuit businesses; and
- how Inuit Firms will be managed from developing sources of supply to administration

Definitions

Eligible Inuit labourer:

1. An individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier who has a contract with PWGSC to do work related to the project; and
2. Must be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1. of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

Inuit Firm Registry (IFR) Firm (prime contractor/subcontractor/supplier):

1. An IFR Firm shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and Her Majesty the Queen in Right of Canada.
<https://inuitfirm.tunnigavik.com/>

INUIT BENEFITS PLAN CRITERIA

ITEM	BID CRITERIA	Available Points
3.0	This procurement is subject to the <i>Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (The Nunavut Agreement)</i> . Canada reserves the right to confirm validity of all declarations / commitments.	
NUNAVUT BENEFITS CRITERIA (NBC)		
3.1	<p>LOCATION OF BUSINESS IN THE NSA: Bidders are requested to demonstrate the existence of the vendor or sub-consultants performing work under the government contract have new or existing head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.</p> <p>Points will be assigned as follows:</p> <ol style="list-style-type: none"> 1. Head Offices (3 pts) 2. Staffed Administrative Offices (4 pts) 3. Other Staffed Facilities (3 pts) <p>*This criterion is worth 5% of the bid evaluation points available.</p> <p>*** Holdback Deduction Conditions will apply to this criterion.</p>	/10
INUIT BENEFITS CRITERIA (IBC)		
3.2	<p>LABOUR</p> <p>The employment of on-site Inuit in carrying out the work of the contract.</p>	/40

Bidder will be evaluated on their firm commitment to use on-site Inuit from the Nunavut Settlement Area, as defined in Appendix E, in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Consultant staff and/or sub-consultant staff.

Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Inuit. On-site Inuit employment will be confirmed during activities based on supporting documentation provided by the Consultant and Departmental Representative, if applicable.

An eligible Inuit labourer must meet the following criteria:

1. An individual who is working on-site performing services related to the project for a consultant, sub-consultant or supplier who has a contract with PWGSC to do work related to the project; and
2. An individual registered on the Nunavut Inuit Enrolment list

0-100% of total site labour hours = 0 - 40 points.

Points will be assigned based on a percentage % of the total points available:

___ % (Labour Commitment) x total points available

Example:

*Bidder commitments 65% of labour hours will be Inuit = 65% of total points (40)
65 % x 40 = 26 points*

NOTE:

Bidder must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.

***This criterion is worth 15% of the bid evaluation points available.**

*** Holdback Deduction Conditions will apply to this criterion.

INUIT OWNERSHIP (CONSULTANT OR SUB-CONSULTANT / SUPPLIERS)

The use of IFR consultant/sub-consultants/suppliers in carrying out the contract.

Bidders will be evaluated on their firm commitment to use IFR sub-consultants for services or the procurement of supplies and equipment from IFR businesses. Note: If the Prime Consultant is an IFR Firm, the total dollar value of the IFR contracting shall also include the consultant's share of the contract.

An IFR consultant/sub-consultants/suppliers must meet the following criteria:

An IFR Firm shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and Her Majesty the Queen in Right of Canada.

Bidders should provide their commitment of IFR sub-consultants in accordance with the following:

Value of IFR Contracting (consultant/sub-consultant or supplier):	\$ _____ (a) +
Value of Non-IFR Contracting (consultant/sub-consultant or supplier):	\$ _____ (b) =
Estimated value of Contract (Must equal Total bid price):	\$ _____ (c)

(a) / (c) = Inuit Ownership Commitment (%) (d)

Points will be assigned based on a percentage of the total points available:

(d) x ____ (available points) = assigned points

Example:

Value of IFR contracting:	\$ 55,000 (a)
Value of Non-IFR contracting:	\$ 45,000 (b)
Estimated value of Contract:	\$ 100,000 (c)

$\$55,000 / \$100,000 = .55$
 $55 \% \times 50 = 22 \text{ assigned points}$

***This criterion is worth 15% of the bid evaluation points available.**

*** Holdback Deduction Conditions will apply to this criterion.

/50

PART B - BIDDER COMMITMENT AND CERTIFICATION

1. At time of bid submission - The tables below may be used by bidders to submit their proposals and to supplement their response.
2. Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.
3. For follow-up purposes, the communities may receive copies of the consultants Inuit Benefits plan and periodically receive performance monitoring results.

TABLE 1 – Head Office

Provide Current Business address		
Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.		
Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.		
Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA (including office type: home, administrative or staffed facility)
Sub-consultant Name	Sub-consultant Address in the NSA	Nature of Presence in the NSA

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TABLE 2 – On-site Inuit Labour Content Commitment

Total No. Of on-site Inuit Employee Hours for This Contract = _____ %
Total Employee onsite Hours for This Contract

Name (where possible) and Position of Inuit Employee NOTE: It is not necessary to identify non- Inuit employees by name and position.	Beneficiary Number (if an Inuit Employee)	Type of Employment	Total on-site Hours Worked	Total Dollar Value Paid
Total Inuit and non-Inuit Employee Hours				

TABLE 3 – Inuit Consultant/Sub-Consulting/Supplier Content Commitment

Total Estimated Cost for Inuit Consultant/Sub-Consulting/Supplier for This Contract = _____ %
Total Bid Price

Company Name	Description of the Work	Inuit Firm ID (if an IFR Firm)	Value of Consultant portion of the contract, Sub-consultant or Supplies / Services	Inuit Firm Registry Company	Non-Inuit Company
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

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NOTE: only consultants, sub-consultants and suppliers that can be confirmed as Inuit businesses on the Inuit Firm Registry (IFR) will be included in the calculations. Verification of Inuit businesses will be made in accordance with 3.3 INUIT OWNERSHIP (Consultant/Sub-Consultant/Supplier)

PART C - Reporting – Inuit Benefits and Nunavut Benefits

Return Reports to:

Contracting Authority Name: Daniel McRuer

EMAIL: dan.mcruer@pwgsc-tpsgc.gc.ca

TABLE 1 – Head Office

Provide Current Business address		
Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.		
Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.		
Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA (including office type: home, administrative or staffed facility)
Sub-consultant Name	Sub-consultant Address in the NSA	Nature of Presence in the NSA

TABLE 2 – Achievement of on-site Inuit Labour Content

Total No. Of on-site Inuit Employee Hours for This Contract = _____ %
Total Employee on-site Hours for This Contract

Name (where possible) and Position of Inuit Employee NOTE: It is not necessary to identify non- Inuit employees by name and position.	Beneficiary Number (if an Inuit Employee)	Type of Employment	Total on-site Hours Worked	Total Dollar Value Paid
Total Inuit <i>and</i> non-Inuit Employee Hours				

TABLE 3 – Achievement of Inuit Content for Consultant/Sub-Consulting/Supplier Content:

Total Cost For Inuit Consultant/Sub-consulting/Suppliers for This Contract = _____ %
Total Contract Value (bid price + any applicable amendments)

Firm Name	Description of the Work	Inuit Firm ID (if an IFR Firm)	Value of Consultant portion of the contract, Sub-consultants or Suppliers Services	Inuit Firm Registry Company	Non-Inuit Firm
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
				<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

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Consultant Certification

INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:

PRINT NAME
DATE

SIGNATURE

The Consultant certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.

Holdback – for the non-performance of IBP commitments

NOTE: "TOTAL CONTRACT VALUE" for the purposes of the incentive and Holdback Deduction calculation the total contract value includes all amendments to the original award amount unless identified as being excluded from the IBP calculation at the time of change order or amendment negotiation.

INSERT the following supplemental clause:

SI8 Holdback IBP Commitments

Bidders are requested on a voluntary basis to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit businesses in carrying out the work under this project.

For the successful Consultant only: Progress payments in respect of fee arrangements must be made in accordance with GC 5.3 of the Agreement. Payments must not exceed the value of the fee indicated in the Price Proposal for each Service under consideration. Canada may holdback **2%** of each progress payment to address shortfalls in IBP commitments set out in the firms IBP Submission.

SC1 INSERT the following supplemental clauses in GC5.3:

The following clauses will apply if Inuit Benefits Plan (IBP) commitments are submitted by a bidder and apply to the successful Consultant only:

5.3.8 Monthly Payment

Canada will pay the Consultant on a monthly basis an amount that is equal to **98%** of the work performed during the month covered by the invoice, in accordance with the payment provisions of the Contract if:

- 1) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- 2) all such documents have been verified by Canada;
- 3) the amount claimed is in accordance with the basis of payment;
- 4) the Work performed has been accepted by Canada.

The 2% balance of the amount payable is a performance hold back for the Inuit Benefits Plan and will be paid in accordance with section 5.3.10 Performance Holdback Release Conditions - Inuit Benefits Plan.

5.3.9 Reporting

- 1) **For successful Consultant only** - If an IBP commitment is provided as part of the proposal, the successful Consultant **MUST** provide a summary of activities undertaken to meet the commitments made as part of the IBP portion of their bid. The included tables in Part C must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the Consultant on a quarterly basis.
- 2) The Consultant must indicate if any objectives were not met, identify why they were not, explain how the situation will be remedied and within what timeframe.
- 3) Information provided may be subject to verification.
- 4) The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Consultant met its' IBP guarantee.

- 5) Failure to comply with the request to submit the certification and report within 15 business days after the date of request may result in action under 5.3.10.

Canada reserves the right, at their sole discretion, to reduce or eliminate holdbacks if the consultant can clearly demonstrate that significant efforts are being made to meet IBP commitments and the minimum requirements could not be met due to circumstances out of the Consultant's control.

5.3.10 Performance Holdback Release Conditions - Inuit Benefits Plan Nunavut

- 1) If the Consultant in its quarterly Periodic Usage Report, in accordance with 5.3.9, substantiates that it meets the IBP commitments certified in its bid, to Canada's satisfaction, the Consultant will be paid the amount held back from the Work.
- 2) If the Consultant in its quarterly Periodic Usage Report fails to fulfill their guarantee of the IBP up to the entire balance of the amount held back may continue to be held back, until such time as there is a future Periodic Usage Report demonstrating commitments have been achieved, or, if there are no future Periodic Usage Reports, the full amount held back may be deducted from the final payment.
- 3) Should Canada continue to hold back or deduct a final payment amount as described in subsection 2, partial holdback release amounts will be determined based on the holdback amount, minus the difference between the assessed value of the guarantee and the value of the fulfilled portion of the guarantee, to a maximum of the holdback amount.
- 4) Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Consultant, any holdback owing and unpaid under this section.
- 5) Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract or at law.

INUIT BENEFITS ACHEIVEMENT HOLDBACK DEDUCTION CHECKLIST: FINAL IBP ASSESSMENT		
STEP#	CONSULTANT: _____ Total Contract Value (no GST): _____	
1	Nunavut Benefits Criteria The consultant must achieve a total score equal or equivalent to the score received during their initial bid evaluation, consultants receiving a score less than their initial score will be subject to a Holdback Deduction.	
	Points received during evaluation: 1. Head Offices: _____ /3 2. Staffed Administrative Office: _____ /4 3. Other Staffed Facilities: _____ /3	
	Points assigned upon contract completion: 1. Head Offices: _____ /3 2. Staffed Administrative Office: _____ /4 3. Other Staffed Facilities: _____ /3	
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 1 to determine applicable Holdback Deduction	Met / Not Met
2	Percentage Inuit Labour Person On-site Hours	
	Percentage proposed	_____ %
	Percentage achieved including any applicable amendments	_____ %
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 3 to determine applicable Holdback Deduction	Met / Not Met
3	Percentage IFR Subcontracting / Suppliers	
	Percentage proposed	_____ %
	Percentage achieved including any applicable amendments	_____ %
	Met: No applicable Holdback Deduction Not Met: Proceed to Table 4 to determine applicable Holdback Deduction	Met / Not Met
	COMMENTS:	

TABLE 1 - ASSESSMENT OF NUNAVUT BENEFITS CRITERIA HOLDBACK DEDUCTION			
ITEM#	REQUIREMENT	Weight	SCORE
1	<p>The consultant failed to meet their commitment of a location in the Nunavut Settlement Area (NSA) (head offices, administrative offices or other facilities)</p> <p>Evaluated Score at contact completion: (a) Evaluated Score at contact award: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 100</p> <p>Note: If (c) is ≤50%, Consultant will receive 0 points.</p>	100	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED HOLDBACK DEDUCTION:</p> <p>(100 - total assessed score)% x (Total contract value) x ___%</p>	\$	
5	<p>COMMENTS/JUSTIFICATIONS:</p>		
	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

**TABLE 2 - ASSESSMENT OF ON-SITE INUIT
LABOUR HOLDBACK DEDUCTION**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for on-site Inuit content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>$(a) / (b) = (c) * 60$</p> <p>Note: If (c) is $\leq 50\%$, Consultant will receive 0 points.</p>	60									
2	<p>CONSULTANT DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to consultant's ability to demonstrate diligent efforts to achieve on-site Inuit employment commitments.</p> <p>Points awarded for consultant due diligence based on the following scale:</p> <table border="1"> <tr> <td>0 points</td><td>2 points</td><td>6 points</td><td>10 points</td></tr> <tr> <td>No information submitted to demonstrate efforts to meet the IBP commitment</td><td>Demonstrated little to no effort to meet the IBP commitment</td><td>Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls</td><td>Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls</td></tr> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IBP commitment	Demonstrated little to no effort to meet the IBP commitment	Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IBP commitment	Demonstrated little to no effort to meet the IBP commitment	Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls								
3	TOTAL ASSESSED SCORE	100									
4	<p>TOTAL CALCULATED HOLDBACK DEDUCTION</p> <p>$(100 - \text{total assessed score})\% \times (\text{total contract value}) \times \underline{\hspace{1cm}}\%$</p>	\$									
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

**TABLE 3 - ASSESSMENT OF
INUIT CONSULTANT/SUB-CONSULTING/SUPPLIER DEDUCTION**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Inuit content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>$(a) / (b) = (c) * 60$</p> <p>Note: If (c) is $\leq 50\%$, Consultant will receive 0 points.</p>	60									
2	<p>CONSULTANT DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to consultant's ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier commitment.</p> <p>Points awarded for consultant due diligence based on the following scale:</p> <table border="1"> <tr> <td>0 points</td><td>2 points</td><td>6 points</td><td>10 points</td></tr> <tr> <td>No information submitted to demonstrate efforts to meet the IBP commitment</td><td>Demonstrated little to no effort to meet the IBP commitment</td><td>Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls</td><td>Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls</td></tr> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IBP commitment	Demonstrated little to no effort to meet the IBP commitment	Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IBP commitment	Demonstrated little to no effort to meet the IBP commitment	Demonstrated moderate effort to meet the IBP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls								
3	TOTAL ASSESSED SCORE	100									
4	<p>TOTAL CALCULATED HOLDBACK DEDUCTION</p> <p>$(100 - \text{total assessed score})\% \times (\text{total contract value}) \times \underline{\hspace{1cm}}\%$</p>	\$									
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

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APPENDIX E - TERMS OF REFERENCE

(ATTACHED AS ATT A001.PDF)